Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282039

Original Issued Date: 02/02/2023

Issued Date: 02/02/2023

Expiration Date: 02/02/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: LMCC, LLC

Phone Number: 508-740-7243

Email Address: flaviahungaro@hotmail.com

Business Address 1: 30 Sherwood Drive

Business Address 2:

Business City: Taunton

Business State: MA

Business Zip Code: 02780

Mailing Address 1: 16 Holden Road

Mailing Address 2:

Mailing City: Belmont

Mailing State: MA

Mailing Zip Code: 02478

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business, Woman-Owned Business

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role: Manager

First Name: Flavia **Last Name:** Hungaro **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49 **Percentage Of Control:** 49

Role: Owner / Partner **Other Role:**

First Name: Irene **Last Name:** Hicks **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Armenian

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Irene **Last Name:** Hicks **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $2700000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 30 Sherwood Drive

Establishment Address 2:

Establishment City: Taunton **Establishment Zip Code:** 02780

Approximate square footage of the Establishment: 17500 **How many abutters does this property have?:** 28

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community	HCA Certification form.pdf	pdf	6128178b8aea4607aa2aaa61	08/26/2021

Agreement				
Community Outreach Meeting Documentation	Autorization for COM.pdf	pdf	612817ecd905310789adfe6e	08/26/2021
Community Outreach Meeting Documentation	COM LMCC Notice to the abutters.pdf	pdf	61281945d64352077f3beb05	08/26/2021
Community Outreach Meeting Documentation	LMCC.pdf	pdf	61281a6f38fd570794516037	08/26/2021
Certification of Host Community Agreement	HCA Sherwood C:M:D (2nd amendment.pdf	pdf	6150fe5d53eb05681e9cb4ad	09/26/2021
Community Outreach Meeting Documentation	https:www.masspublicnotices.org:DetailsPrint.aspx?SID=dlalwbsfew1okhpmfclvzv4l&ID=239065.pdf	pdf	6160ab6cc28c0968f3847683	10/08/2021
Community Outreach Meeting Documentation	Sherwood COM - May 17 copy.pdf	pdf	6161b74d1a0911693591079f	10/09/2021
Community Outreach Meeting Documentation	Att. C - Sherwood COM - May 17 copy.pdf	pdf	61b3bf18d2f0bb446ad22795	12/10/2021
Plan to Remain Compliant with Local Zoning	Plan to remain compliant taunton.pdf	pdf	61b4df400183444639b5afa2	12/11/2021
Plan to Remain Compliant with Local Zoning	8:17:2021 -Special Permit Approval for Cultivation: Manufacturing:Delivery-1.png	png	61b4e3f784fb17447c43a50b	12/11/2021
Plan to Remain Compliant with Local Zoning	8:17:2021 -Special Permit Approval for Cultivation: Manufacturing:Delivery - 2.png	png	61b4e40ad3dd284475be1369	12/11/2021
Community Outreach Meeting Documentation	LMCC Community Outreach Meeting Attestation Form C:M:D.pdf	pdf	61d07abd12daf94439385ac4	01/01/2022

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: $

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Donation - Mathew Mission.pdf	pdf	61d06f30bccaf2464fd82531	01/01/2022
Plan for Positive Impact	LMCC LLC Positive Impact Plan January 2022- RCMD - Revised copy.pdf	pdf	61d379ae12daf944393860af	01/03/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Flavia **Last Name:** Hungaro **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Operating Agreement LMCC.pdf	pdf	6153447192505868ec6661f2	09/28/2021
Articles of Organization	Certificate of Organization LMCC.pdf	pdf	6153934b3d1a3f6867ecf52e	09/28/2021
Department of Revenue - Certificate of Good standing	DOR - Certificate of good standing.pdf	pdf	61b4eb81d3dd284475be1375	12/11/2021
Department of Revenue - Certificate of Good standing	DUA - Taunton November 2021.pdf	pdf	61b4ec9cbf093f460253cc77	12/11/2021
Secretary of Commonwealth - Certificate of Good Standing	CGS - Secretary of State - LMCC November 2021.pdf	pdf	61b4ece27baa3f462ea4552c	12/11/2021

No documents uploaded

Massachusetts Business Identification Number: 001359012

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	10 Aug - Special permit -LMCC, LLC - CultivationManufacturingDelivery-6.pdf	pdf	6153945c53eb05681e9cc746	09/28/2021
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_LMCC,_LLC_Manufacturing.pdf	pdf	615394b5c73bae68fe1112a4	09/28/2021
Proposed Timeline	Screen Shot 2021-10-13 at 10.17.41 AM.png	png	6166eab1578bf568253bd3db	10/13/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Obtain Marijuana	1. LMCC - M - Plan for Obtaining Marijuana	pdf	6153a4fb1a0911693590c7a7	09/28/2021

	and Marijuana Products v2.pdf			
Prevention of diversion	4. LMCC - M - Prevention of Diversion Policy.pdf	pdf	6153ba207afdc8683b265b36	09/28/2021
Storage of marijuana	5. LMCC - M - Storage Policy and Procedures.pdf	pdf	6153bb28734f4a69091cd69e	09/28/2021
Transportation of marijuana	6. LMCC - PM - Transportation Policy and Procedures.pdf	pdf	6155e7651a0911693590d3be	09/30/2021
Inventory procedures	LMCC, LLC - PM - INVENTORY POLICY AND PROCEDURES.pdf	pdf	61677a693d1a3f6867ed4d37	10/13/2021
Quality control and testing	8. LMCC - M - Product Manufacturing - Quality Control and Testing.pdf	pdf	61678c102831f56830cd9efd	10/13/2021
Record Keeping procedures	LMCC - M - Record Keeping Policy _ Procedures.pdf	pdf	61679420af787c692aacb90b	10/13/2021
Maintaining of financial records	LMCC - M - Policies and Procedures for Maintenance of Financial Records.pdf	pdf	616797401a09116935911e71	10/13/2021
Qualifications and training	LMCC - M - QUALIFICATIONS AND TRAINING POLICY AND PROCEDURES.pdf	pdf	6167990c269fa7691422e512	10/13/2021
Safety Plan for Manufacturing	LMCC - M - SAFETY AND SANITATION.pdf	pdf	6167bb87734f4a69091d2d5d	10/14/2021
Plan to Obtain Marijuana	1. LMCC - M - Plan for Obtaining Marijuana and Marijuana Products v2.pdf	pdf	6167be5daf787c692aacb934	10/14/2021
Security plan	Security Manufacturing Revised .pdf	pdf	61b4ed9112daf94439380645	12/11/2021
Energy Compliance Plan	Energy Compliance Plan Revised.pdf	pdf	61b4ef67922a104454b67493	12/11/2021
Personnel policies including background checks	PERSONNEL POLICY AND PROCEDURES - Revised.pdf	pdf	61b4f049434e1f4432e397e1	12/11/2021
Method used to produce products	Method of Production - Revised.pdf	pdf	61c455b2d2f0bb446ad25f1d	12/23/2021
Sample of unique identifying marks used for branding	LMCC - Logo.png	png	61c4d65e0183444639b5eab5	12/23/2021
Diversity plan	New - Revised Diversity - LMCC.pdf	pdf	61e4a99cd04772090d59daa1	01/16/2022
Types of products Manufactured.	Types of Products Manufactured (Revised 2).pdf	pdf	61e70639ea5b88086e76b56c	01/18/2022

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification:

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

I certify that all information contained within this renewal application is complete and true.:

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: 9:00 AM	Saturday To: 5:00 PM
Sunday From: 9:00 AM	Sunday To: 5:00 PM

DocuSign Envelope ID: CBA29E52-030A-4C73-939B-54D2004E9B0D

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

   LMCC, LLC

2. Name of applicant's authorized representative:

   Flavia Hungaro

3. Signature of applicant's authorized representative:

   DocuSigned by:
   Flavia Hungaro
   4F7CA7947FFD4EA...

4. Name of municipality:

   City of Taunton

5. Name of municipality's contracting authority or authorized representative:

   Mayor Shaunna O'Connell

6. Signature of municipality's contracting authority or authorized representative:

Shanna O'Connell

7. Email address of contracting authority or authorized representative of the municipality *(this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).)*:

rblackwell@taunton-ma.gov

8. Host community agreement execution date:

April 24, 2019

Cannabis Control Commission

2 Washington Square

Worcester, MA 01604

(617) 701-8400

To Whom It May Concern,

LMCC, LLC will conduct a Community Outreach Meeting on an Online Zoom Meeting Link, which will be conducted in accordance with the Cannabis Control Commission Administrative Order No. 2 (Administrative Order Allowing Virtual Web-Based Community Outreach meetings), on the following matter:

LMCC, LLC intends to apply for a Marijuana Cultivator, Product Manufacturer and Delivery Licenses, 30 Sherwood Drive, Taunton MA (the "premises"), pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulation promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

This letter confirms that the City of Taunton approves LMCC to host a virtual community outreach meeting.

Sincerely,

City of Taunton

Shaunna O'Connell

Mayor

You are invited to join a VIRTUAL COMMUNITY OUTREACH MEETING
to learn about this proposed project:
LMCC, LLC to be located at 30 Sherwood Drive, Taunton MA 02780
Cultivation/Manufacturing/Delivery Establishments

Monday May 17, 2021 **5:00 pm**

RECEIVED
CITY CLERK'S OFFICE
2021 MAY -3 A 11:
TAUNTON, MA

LMCC, LLC

LMCC will hold a **Virtual Community Outreach Meeting** on **May 17, 2021 from 5:00 PM to 6:00 PM** to provide information related to the proposed siting of a licensed Cannabis Establishment at 30 Sherwood Drive, Taunton MA 02780.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting via Zoom is available at the web address:
https://us02web.zoom.us/j/82217422404?pwd=YkR1ZFA2MGNXSnJoYS9xZkdOanlmQT09

Join Zoom Meeting:
https://us02web.zoom.us/j/82217422404?pwd=YkR1ZFA2MGNXSnJoYS9xZkdOanlmQT09

Meeting ID: 822 1742 2404
Passcode: 733857
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+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
Meeting ID: 822 1742 2404
Passcode: 733857

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing flaviahungaro@hotmail.com or asked during the meeting after the presentation. If you are unable to attend the meeting but wish to have a personal telephone call or video conference, please email us to schedule time to meet.

This is a Community Outreach meeting for a proposed marijuana establishment. For questions please contact Flavia Hungaro at flaviahungaro@hotmail.com - 508-740-7243.

Monday May 17, 2021 **5:00 pm**

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AD#13958007
TDG 5/2/21

2033_TauntonG_2x4:Taunton.qxd 4/27/2021 2:38 PM Pa

PUBLIC AUCTION
South Easton
28 Forest Edge Road

Mortgagee's Sale of Real Estate on Premises

AUCTION THURSDAY
MAY 13 - 10:00 AM

Milestone Acres! This 2,682± SF colonial features 4 BRs, fireplace, 2.5 baths, inground pool, fenced yard and 1.35± acre lot. **TERMS:** A $5,000 non refundable deposit will be required to be paid by certified check or bank check by the purchaser at the time and place of sale. Other terms to be announced at the sale.

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SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT BETWEEN THE CITY OF TAUNTON AND LMCC, LLC FOR THE SITING OF A RECREATIONAL MARIJUANA ESTABLISHMENT

Now come the City of Taunton, a municipal corporation acting through its Mayor and Municipal Council, with a principal address of 15 Summer Street, Taunton, Massachusetts, (hereinafter the "**City**"), and, LMCC, LLC, a Massachusetts limited liability company with a principal address of 30 Sherwood Drive, Taunton, Massachusetts 02780 (hereinafter the **"Company"**) and set forth the following:

WHEREAS, the City and LMCC, LLC have executed a Host Community Agreement dated April 24, 2019 with respect to a Marijuana Cultivator Establishment to be located at 30 Sherwood Drive (hereinafter "**HCA**") and a First Amendment thereto dated May 14, 2020; and,

WHEREAS, the Host Community Agreement and First Amendment contemplate a Marijuana Cultivator Establishment with no manufacturing or delivery of marijuana or marijuana products permitted; and,

WHEREAS, LMCC, LLC desires to add to their Host Community Agreement manufacturing and delivery service;

WHEREAS, paragraph 1. Of the First Amendment to the Host Community Agreement provides that "In the event the Company does not commence operations on or before April 24, 2021, or ceases to conduct business in the City for longer than sixty consecutive days (except in the event of a Force Majeure preventing such operation), or in any way loses or has its License revoked by the State with respect to the Establishment, then this Agreement shall become null and void."

WHEREAS, the parties wish to extend the date by which the Company must commence operations;

NOW THEREFORE, the parties agree:

1. In the second paragraph of the recitals in the HCA "Marijuana Cultivator Establishment" shall be replaced with "Marijuana Cultivator and Manufacturing Establishment, which may include delivery of marijuana products produced at the licensed location directly to consumers if in receipt of a delivery endorsement issued by the Cannabis Control Commission";

2. The language in Section 1.c. of the HCA "The Establishment will be a Marijuana Cultivator Establishment, as defined in 935 CMR 500.002." shall be replaced with "The Establishment will be a Marijuana Cultivator and Manufacturing Establishment, which may include delivery of marijuana products produced at the licensed location directly to consumers if in receipt of a delivery endorsement issued by the Cannabis Control Commission.";

3. In the event the Company does not commence operations on or before April 24, 2022, or ceases to conduct business in the City for longer than sixty consecutive days (except in the event of a Force Majeure preventing such operation), or in any way loses or has its License revoked by the State with respect to the Establishment, then this Agreement shall become null and void.

4. Except as amended herein, the HCA remains in full force and effect.

This Second Amendment to the HCA was approved by the Municipal Council on April 6, 2021, and shall be effective as of the date of the Mayor's signature, May 3, 2021.

The parties hereto indicate their approval of this Second Amendment to the HCA by their authorized signatures below:

CITY OF TAUNTON

Shaunna L. O'Connell, Mayor

As to Form and Character:

Matthew J. Costa
First Assistant City Solicitor

LMCC, LLC

Flavia Hungaro, Manager

COMMONWEALTH OF MASSACHUSETTS
Bristol, SS

On this 3rd day of May, 2021, before me, the undersigned Notary Public, personally appeared the above-named Flavia Hungaro, proved to me by satisfactory evidence of identification being (check whichever applies): [✓] driver's license or other state or federal governmental document bearing a photographic image, [ ] oath or affirmation of a credible witness known to me who knows the above signatory, or [ ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Manager of LMCC, LLC.

Notary Public
My Commission Expires:

THERESA M. GARCIA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 13, 2024

Taunton Daily Gazette

Publication Logo Unavailable

Publication Name:
Taunton Daily Gazette

Publication URL:
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Publication City and State:
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Bristol

Notice Popular Keyword Category:

Notice Keywords:
LMCC

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Sunday, May 02, 2021

Notice Content

LMCC, LLC

LEGAL NOTICE

You are invited to join a VIRTUAL COMMUNITY OUTREACH MEETING

to learn about this proposed project:

LMCC, LLC to be located at 30 Sherwood Drive, Taunton MA 02780

Cultivation/Manufacturing/Delivery Establishments

Monday May 17, 2021 5:00 pm

LMCC, LLC

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500.000 et seq.

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+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 822 1742 2404

Passcode: 733857

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing flaviahungaro@hotmail.com or asked during the meeting after the presentation. If you are unable to attend the meeting but wish to have a personal telephone call or video conference, please email us to schedule time to meet.

This is a Community Outreach meeting for a proposed marijuana establishment. For questions please contact Flavia Hungaro at flaviahungaro@hotmail.com - 508-740-7243.

AD#13958007

TDG 5/2/21

Back

You are invited to join a VIRTUAL COMMUNITY OUTREACH MEETING
to learn about this proposed project:
LMCC, LLC to be located at 30 Sherwood Drive, Taunton MA 02780
Cultivation/Manufacturing/Delivery Establishments

Monday May 17, 2021 **5:00 pm**

LMCC, LLC

LMCC will hold a **Virtual Community Outreach Meeting** on **May 17, 2021 from 5:00 PM to 6:00 PM** to provide information related to the proposed siting of a licensed Cannabis Establishment at 30 Sherwood Drive, Taunton MA 02780.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting via Zoom is available at the web address:
https://us02web.zoom.us/j/82217422404?pwd=YkR1ZFA2MGNXSnJoYS9xZkdOanlmQT09

Join Zoom Meeting:
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One tap mobile
+13017158592,,82217422404#,,,,*733857# US (Washington DC)
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Dial by your location
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Attachment C

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Plan to Remain Compliant with Local Zoning

Per 935 CMR 500.101(1)(a)(10.) and (2)(b)(9.), LMCC, LLC is providing a description of plans to ensure that the Marijuana Establishment (ME) is or will be compliant with local codes, ordinances, and bylaws for the physical address of the Marijuana Establishment which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

The City of Taunton has adopted an Ordinance Relative to Licensing Recreational (Non-Medical) Marijuana Establishments, codified as Chapter 222 of the Revised Ordinances of the City of Taunton (the "Taunton Marijuana Ordinance"). The City of Taunton has imposed a limit of five (7) Marijuana Retailers to operate in the City.

LMCC, LLC proposes a retail dispensary to be located at 83 County Street (Former 93 County Street), Taunton, MA and the property lies entirely within a Highway Business Zoning District. LMCC, LLC will comply with all applicable City regulations and bylaws in doing so.

Pursuant to the Taunton Marijuana Ordinance, there are four prerequisites to operating a Marijuana Establishment in the City of Taunton. They are:

1. A license from the Taunton Municipal Council, which will refer all license applications to the Police and License Committee;

    - An emergency response plan and Security Plan that have been filed and approved by the fire department and the police department in accordance with G.L. c. 94G, §12(h);

2. An executed Host Community Agreement;

    - The Applicant has an executed Host Community Agreement.

3. A Special Permit issued by the Municipal Council in accordance with the Taunton Zoning Ordinance; and

    - The Applicant has met with the Planning Board and the City Council and received Special Permit Approval.

4. "The Marijuana Establishment is otherwise in compliance with the laws of the Commonwealth and ordinances of the City of Taunton."

- The Applicant has applied to the Municipal Council for a Marijuana Establishment License and received Local License Approval departments in accordance with the Taunton Marijuana Ordinance.

City of Taunton
Municipal Council Meeting Minutes
City Hall, 15 Summer Street, Taunton, MA
Minutes, August 17, 2021 at 7:40 O'clock P.M.

Regular Meeting
Mayor Shaunna L. O'Connell presiding
Prayer was offered by the Mayor
Present at roll call were: *Councilors Sanders, Cleary, Duarte, Croteau, Pottier, McCaul, Carr, Coute and Postell*

Record of preceding meeting was read by Title and Approved. So Voted.

Motion was made to go out of the regular order of business to Appointments. So Voted.

Appointments:
Appointment and Swearing in of Connor Briggs as a permanent full-time police officer. **On a roll call vote, nine (9) Councilors present, nine (9) Councilors voting in favor. Motion was made to invite Mr. Briggs in to be sworn in. So Voted.** Connor Briggs was then sworn in by the City Clerk.

Appointment and Swearing in of Thomas Michael Moscato as a permanent full-time police officer. **On a roll call vote, nine (9) Councilors present, nine (9) Councilors voting in favor. Motion was made to invite Mr. Moscato in to be sworn in. So Voted.** Michael Moscato was then sworn in by the City Clerk.

Hearings:
Continued Hearing came up by assignment on the petition submitted by Attorney William Rounds, 115 Broadway, Taunton, MA on behalf of his client Flavia Hungaro, Manager, LMCC, LLC, 30 Sherwood Dr., Taunton to allow: A Special Permit for a 17,787 Sq. ft. marijuana cultivation, manufacturing and delivery use at 30 Sherwood Dr., Taunton located in the Industrial District. **Motion was made to open the hearing. So Voted. Motion was made to invite the parties in. So Voted.** The City Clerk read a Com. from Vice Chairman, Taunton Planning Board – Submitting a Positive Recommendation. **Motion was made to make part of the record. So Voted.** The City Clerk read a Com. from Conservation Agent – Submitting Recommendation. **Motion was made to make part of the record. So Voted.** The City Clerk read a Com. from Distribution Manager, TMLP – Submitting Comments. **Motion was made to make part of the record. So Voted.** The City Clerk read a Com. from City Engineer – Submitting Comments. **Motion was made to make part of the record. So Voted.** The City Clerk read a Com. from Assistant Executive Director, Board of Health – Submitting Comments. **Motion was made to make part of the record. So Voted.** The City Clerk read a Com. from Water Superintendent – Submitting Comments. **Motion was made to make part of the record. So Voted.** The City Clerk read a Com. from Sanitary Sewer

Collections System Supervisor, Veolia Water – Submitting Comments. **Motion was made to make part of the record. So Voted.** Com. from Fire Inspector – Submitting Comments. **Motion was made to make part of the record. So Voted.** Attorney William Rounds, 115 Broadway, Taunton; Flavia Hungaro, 16 Holden Road, Belmont; John DeSouza, North County Group, Taunton and Attorney Walter Sullivan, 33 Garrison Road, Hingham on behalf of the applicant were present to speak. Attorney Rounds spoke about Ms. Hungaro and what she has been trying to do for the past couple of years to establish a marijuana business in the City. He stated that no retail sales will take place there and the active operation will be 7 days a week from approximately 7AM to 8PM. Ms. Hunagaro then gave a presentation on the petition. They then answered various questions from the City Councilors. Rick Nagle was also present to speak on the petition regarding the security of the building. **Motion was made to open public input. So Voted.** Jason Roomes, 246 High Street, Taunton was present to speak. He spoke about how he represents the neighborhood and they do not want any retail in that building. They are very nervous about odors coming from the building. They are already upset about the speed of the cars flying down the road. The neighborhood would like to see some speed limit signs on that street as it is the only one in the City that does not have one. He spoke about how the neighborhood will be in contact with the owners of the businesses in the building. **Motion was made to close public input, approve as presented with departmental comments and a condition that an independent air sample is done once a year and submitted to the Board of Health. Councilor Postell asked if the cameras would infringe upon the neighbors privacy. Mr. Nagle confirmed that they won't. Council President Coute stated that when the other group comes back for renewal he will add the same condition so it can be a shared expense. So Voted. Councilor Carr voting in opposition.**

Communications from the Mayor:

Mayor O'Connell stated that there are currently ninety three (93) Covid cases in Taunton and there are 2,996 new confirmed cases in Massachusetts. She stated that they will be having a Covid 19 Telephone Town Hall this Thursday from 6PM to 7PM. She wanted to remind residents that they will receive a call at 6PM and when they receive the call they can stay on the line to join the Telephone Town Hall. She stated that people can also call in themselves. It will be to answer questions, concerns, etc. regarding the Covid vaccines. There will be medical experts, local pediatricians, Board of Health, Infectious Disease Specialists, and an OB/GYN. Residents can submit their questions ahead of time at Covid19info@taunton-ma.gov. All of this information is on the City of Taunton's website or on the City's Facebook page. Mayor O'Connell stated that the Vax Bus will be at Taunton High School next Tuesday, Wednesday and Thursday which is August 24th, 25th and 26th from 10AM to 5PM. She thanked Taunton High for working with them and making this happen. Appointments can be booked on the City's website or people can just stop by. People can get their first or second dose of the vaccine and they will have both the Johnson & Johnson and Pfizer vaccines. You do not have to be a Taunton resident to participate and children from 12 to 17 just need a signed waiver from a parent or guardian. The adult does not have to be present but are certainly welcome to be there. For more information about that people can go to the City of Taunton's website or if they need help they can call the Mayor's Office at 508-821-1000. Mayor O'Connell spoke about our ARPA Funds and how the Covid Coordinator has been working with the

Cannabis Control Commission

COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): May 17, 2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

   a. Date of publication: May 2, 2021

   b. Name of publication: Taunton Daily Gazette

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

   a. Date notice filed: May 3, 2021

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

   a. Date notice(s) mailed: May 3, 2021

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
   a. The type(s) of ME or MTC to be located at the proposed address;
   b. Information adequate to demonstrate that the location will be maintained securely;
   c. Steps to be taken by the ME or MTC to prevent diversion to minors;
   d. A plan by the ME or MTC to positively impact the community; and
   e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

LMCC, LLC

Name of applicant's authorized representative:

Flavia Hungaro

Signature of applicant's authorized representative:

Flavia Hg

02/13/2020

Cannabis Control Commission

Union Station, 2 Washington Square

Worcester, MA 01604

To Whom it May Concern:

Donation Acknowledgement Letter

The Matthew Mission will be pleased to receive a $5,000 annual donation from LMCC, LLC, a Taunton, MA based Cannabis Company. This funds will go towards our Mission in Taunton of helping the homeless and those in dire need of help. To date LMCC has spent time volunteering and also donated goods for the homeless such as boots and tents. Please feel free to contact me with any questions at (508)-822-9092.

Sincerely,

Mark R. Cook

Mark Cook
Executive Director
P.O. Box 614
Taunton, MA 02780

LMCC LLC's PLAN TO POSITIVELY IMPACT THE CITY OF TAUNTON (January 2022)

LMCC LLC has developed the below plan to positively effect the City of Taunton. The City of Taunton is one of the communities that has been disproportionate impacted by the war on drugs.

LMCC, LLC is committed to a positive impact plan that will make the legalized marijuana industry a net positive to the City of Taunton and its residents and the Commonwealth as a whole and its residents.

LMCC LLC acknowledges and is aware of, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

LMCC LLC also attests that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership, control, or other applicable state laws.

GOALS

1. Reducing barriers to entry into the commercial adult-use cannabis industry; LMCC is committed to hiring at least 25% of its staff that are Massachusetts residents who have past drug convictions that would not prohibit them from working in the cannabis industry.

2. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts by offering a minimum of 2 training sessions (10-20 people per class) a year and other technical resources, including, but not limited to, operations of a cannabis business, to those who may not otherwise participate fully in the recreational cannabis industry, which will help reduce barriers to entry in the commercial cannabis industry and will collaborate with Bristol County Training Consortium and other such groups, as to job placement and training assistance to those residents who were disproportionately harmed by the war on drugs.

3. Providing financial assistance of at least $ 5,000 yearly to the Mathew Mission. The Mathew Mission takes care of the homeless population, including veterans and those in need, in Taunton, connecting them to social services agencies, making referrals and guiding the individuals through the process of getting into programs such as shelters, rehabilitation, GED courses, job training, Social Security and MassHealth.
4. LMCC shall provide educational opportunities for 50% of its employees that are seeking advancement in the cannabis industry.

PROGRAMS

1. Giving hiring preference to individuals in the City of Taunton and surrounding cities that have been designated by the Cannabis Control Commission as areas that have been disproportionately impacted by cannabis prohibition. LMCC LLC will do outreach efforts in the City of Taunton and surrounding cities for hiring to enrich the lives of such citizens who have been disproportionately impacted. LMCC shall include in its monthly diversity hiring job postings in the Sun Chronicle and Taunton Gazette that it is also hiring people with past drug convictions.

2. LMCC LLC will initiate at least 2 Community "clean-ups" in the City of Taunton per year. The clean-up will be done in coordination with the City's Parks and Recreation Department and will focus on such parks and playgrounds that have been impacted by the use of drugs.

3. Working with the City of Taunton's Economic and Community Development, LMCC LLC will provide at least once a year educational opportunities for Taunton residents, especially those residents impacted by the war on drug, working in the cannabis industry, how to expunge a criminal record and other such barriers to employment. These educational opportunities will be held in City owned community rooms and it will be open for a group not larger than a maximum of 20 people per session.

MEASUREMENTS

In order for programs to be effective over the long-term, LMCC will measure the impact its programs are having, and reconfigure them as necessary for maximum effectiveness. It will do this through:

1. Quantitative evaluation:

a. LMCC will measure the number of applications it receives, how far the candidates get in the screening process, and how many people it hires from the above-listed groups. It will commit to reaching its goal of at least 25% of employees coming from the above-listed groups who have been disproportionately harmed. If hiring of disproportionately impacted applicants is not at the 25% goal, it will change how it sources and screens its candidates, by reevaluating how and where it is advertising job listings.

b. LMCC will diligently track its partnerships with community groups, track how many trainings are offered, and how many hours of technical assistance are given (and by whom), and will reevaluate its partnerships and levels of commitment on an ongoing basis.

c. LMCC will track how many website and social media posts it makes which promote trainings, programs, and technical assistance offered internally and by community groups as a part of its overall "marketing mix." If this proportion of posts is not high enough to drive participants to these programs, it will ensure that its digital marketing team increases the number of posts of this nature.

2. Qualitative Evaluation:
    a. At a minimum, LMCC will undertake annual self-evaluations of its overall positive impact on the community it serves.
    b. LMCC will create, distribute, and evaluate surveys of employees twice a year for the first two years, then annually for an additional three years, who will give feedback on the management and operations of the Company.
    c. LMCC will create, distribute, and evaluate surveys of customers twice a year for the first two years, then annually for the next three years, who will give feedback on operations and community impact.
    e. LMCC will evaluate the trainings and technical assistance that it provides directly, and through community groups.

LMCC hopes that its operation, and the operation of the legalized cannabis industry as a whole, has a net positive impact on the Commonwealth, and on the City of Taunton that it serves.

LMCC will monitor its progress and success in the first half of the year of receiving a provisional license on a monthly basis. After the first half of the year is complete, and it feels that it is meeting its goals, it will monitor its progress and success on a quarterly basis. It will annually review its progress and success and upon the renewal of its license. If at the end of the first year it believes that it is meeting its goals, monitor is progress and success on semi-annual basis, with a final monitoring done at the end of each year.

OPERATING AGREEMENT
of
LMCC LLC

This Operating Agreement (the "Agreement") made and entered into this 4th day of August, 2019 (the "Execution Date"),

BETWEEN:

Flavia Hungaro of 16 Holden Road Belmont, MA, 02478, and
Irene Hicks of 16 Holden Road, Belmont, MA, 02478
(individually the "Member" and collectively the "Members").

BACKGROUND:

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Members will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be LMCC LLC.

Purpose

3. Vertically Integrated Recreational Cannabis Company.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 30 Sherwood Drive, Taunton, MA 02478 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Flavia Hungaro	Flavia Hungaro is the CEO that will develop and propel LMCC, LLC into a vertically integrated recreational cannabis company.	$0.00
Irene Hicks	Irene Hicks will contribute up to $2,000,000.00	$2,000,000.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the Members in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

8. Distributions to Members will be made in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater

voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:

- Flavia Hungaro

18. A Manager will be reimbursed for reasonable expenses directly related to the operation of the Company.

19. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.

20. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles (GAAP), and overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.

21. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.

22. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

Authority to Bind Company

23. Only the following individuals have authority to act for or bind the Company in contract:

- Flavia Hungaro.

Duty of Loyalty

24. Any Member or Manager may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

25. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

26. A meeting may be called by any Member providing that reasonable notice has been provided to the other Members.

27. Member meetings will be held at any location that the Members may from time to time designate.

28. Regular Member meetings will be held only as required.

Voting

29. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

30. A new Member may only be admitted to the Company with a majority vote of the existing Members.

31. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

32. Where the Company consists of two or more Members, the voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

33. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

34. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

35. Where the Company consists of two or more Members, the involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

36. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as set out in the Valuation of Interest section of this Agreement.

37. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

38. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

39. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

40. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

41. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

42. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

43. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

44. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

45. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

46. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

47. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

b. in satisfaction of Company debt obligations to current Members; and then

c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

48. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company;

b. A copy of the Company federal, state, and local income taxes for each year;

c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager;

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

49. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

50. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

51. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

52. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

53. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

54. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

Annual Report

55. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

    a. A copy of the Company's federal income tax returns for that fiscal year; and

    b. Income statement.

Goodwill

56. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

57. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Forbidden Acts

58. No Member may do any act in contravention of this Agreement.

59. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

60. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

61. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

62. No Member may confess a judgment against the Company.

63. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

64. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

65. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

66. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

67. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

68. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:

    a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;

    b. Sell, loan or otherwise endanger the ownership or possession of any Company property;

    c. Release any Company claim or debt except for payment in full; and

    d. Alter the rights, duties or obligations of any class or series of Members.

Amendment of Operating Agreement

69. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

70. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

71. Time is of the essence in this Agreement.

72. This Agreement may be executed in counterparts.

73. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

74. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

75. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.

76. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

77. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

78. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

79. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.

d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

g. "Principal Office" means the office whether inside or outside the Commonwealth of Massachusetts where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 4th day of August, 2019.

Flavia Hungaro 8-5-19

Flavia Hungaro (Member) Iss. 6/17/2019
MA DL#: S14819940 Exp. 3/26/24

Irene Hicks 8-5-19

Irene Hicks (Member) Iss. 2/6/2015
MA DL#: S57578078 Exp. 3/22/2020

On this 5th day of August, 2019, before me, the undersigned notary public, personally appeared Irene A Hicks and Flavia I Hungaro proved to me through satisfactory evidence of identification, which were valid unexpired Massachusetts driver license to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

RICHARD E. GARCIA
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 20, 2023

Richard E. Garcia

Richard E. Garcia
My commission expires 1/20/23

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The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Annual Report
(General Laws, Chapter)

Identification Number: 001359012

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: LMCC LLC

1.b. The exact name of the limited liability company *as amended*, is: LMCC LLC

2a. Location of its principal office:
No. and Street: 30 SHERWOOD DRIVE
City or Town: TAUNTON State: MA Zip: 02780 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 30 SHERWOOD DRIVE
City or Town: TAUNTON State: MA Zip: 02780 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
TO PURSUE LICENSES FOR THE CULTIVATION AND RETAIL SALE OF CANNABIS PRODUCTS. THE BUSINESS WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF MARIJUANA OR ANY OF THE RELATED REGULATED PRODUCTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: WILLIAM D. ROUNDS, ESQ.
No. and Street: 115 BROADWAY
City or Town: TAUNTON State: MA Zip: 02780 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FLAVIA HUNGARO	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA
MANAGER	IRENE HICKS	30 SHERWOOD DRIVE TAUNTON, MA 02780 US

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	WILLIAM D. ROUNDS ESQ.	115 BROADWAY TAUNTON, MA 02780 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	IRENE HICKS	30 SHERWOOD DRIVE TAUNTON, MA 02780 US
REAL PROPERTY	FLAVIA HUNGARO	30 SHERWOOD DRIVE TAUNTON, MA 02780 USA

9. Additional matters:

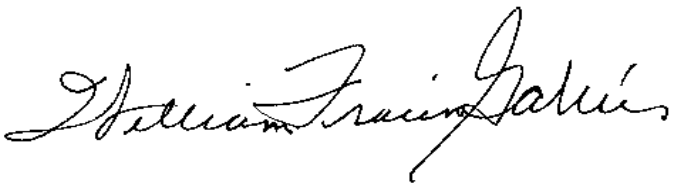
SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of April, 2021,
FLAVIA HUNGARO **, Signature of Authorized Signatory.**

© 2001 - 2021 Commonwealth of Massachusetts
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 13, 2021 02:16 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0151305408
Notice Date: November 10, 2021
Case ID: 0-001-315-057

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000072

LMCC LLC
30 SHERWOOD DR
TAUNTON MA 02780-3442

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, LMCC LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

DEPARTMENT OF UNEMPLOYMENT ASSISTANCE REGISTRATION ATTESTATION

STATE OF MASSACHUSETTS)
) SS:
COUNTY OF BRISTOL)

I, Flavia Hungaro (Full Name), CEO (Title) of LMCC, LLC, do hereby attest, swear or affirm under the penalty of perjury that I am competent to give the following declaration based on my personal knowledge, and that the following statement is true and correct to the best of my knowledge.

LMCC, LLC has not registered with Massachusetts' Department of Unemployment Assistance because company has not begun its hiring process.

Flavia Hungaro

FLAVIA HUNGARO	Flavia Hg	10/15/2021
(Print Name)	(Signature)	(Date)

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

November 5, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

LMCC LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 1, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **FLAVIA HUNGARO, IRENE HICKS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **FLAVIA HUNGARO, IRENE HICKS, WILLIAM D. ROUNDS ESQ.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FLAVIA HUNGARO, IRENE HICKS**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD

LMCC, LLC

Marijuana Cultivation,
Manufacturing, and
Delivery Establishments

Located at 30 Sherwood Drive,
Taunton, MA

(1) Neighbor's concerns
(2) Plans showing what the site will look like
(3) Security details
(4) Relationship among the 2 companies in the building
(5) Delivery Orders
(6) An explanation of "where the products come from"

Company Mission

LMCC, LLC is a woman, minority-owned social equity vertically integrated cannabis company. In addition to Retail Establishments, which our company has received local licensing in Taunton, LMCC is expanding into cultivation, Product manufacturing, and Home-delivery services. Our goal is to provide premium-grade and sustainably-grown cannabis and cannabis-infused products to our costumers. LMCC, LLC seeks to leave a local impact by working to strengthen and build communities.

Social Equity Program Participant

The Cannabis Control Commission has issued expedited Review Status to social equity participants. This program allows disadvantage groups to move in a faster pace in the state application process.

LMCC is a State Certified Minority and Women Business Enterprise

OSD
OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Founder and Owners

FLAVIA HUNGARO, Owner, Managing Member & CEO

Flavia Hungaro is a Brazilian immigrant who moved to the USA in 2003 at age 18 with the goal of learning English and study at an American University.
She has earned an Associates Degree in General Studies in Science at MassBay Community College followed by a Bachelor Degree in Business Administration from Boston University. After graduating, Flavia worked as a bookkeeper for Go Boston Shuttle. Also, she has 10+ years of experience working in the hospitality industry.

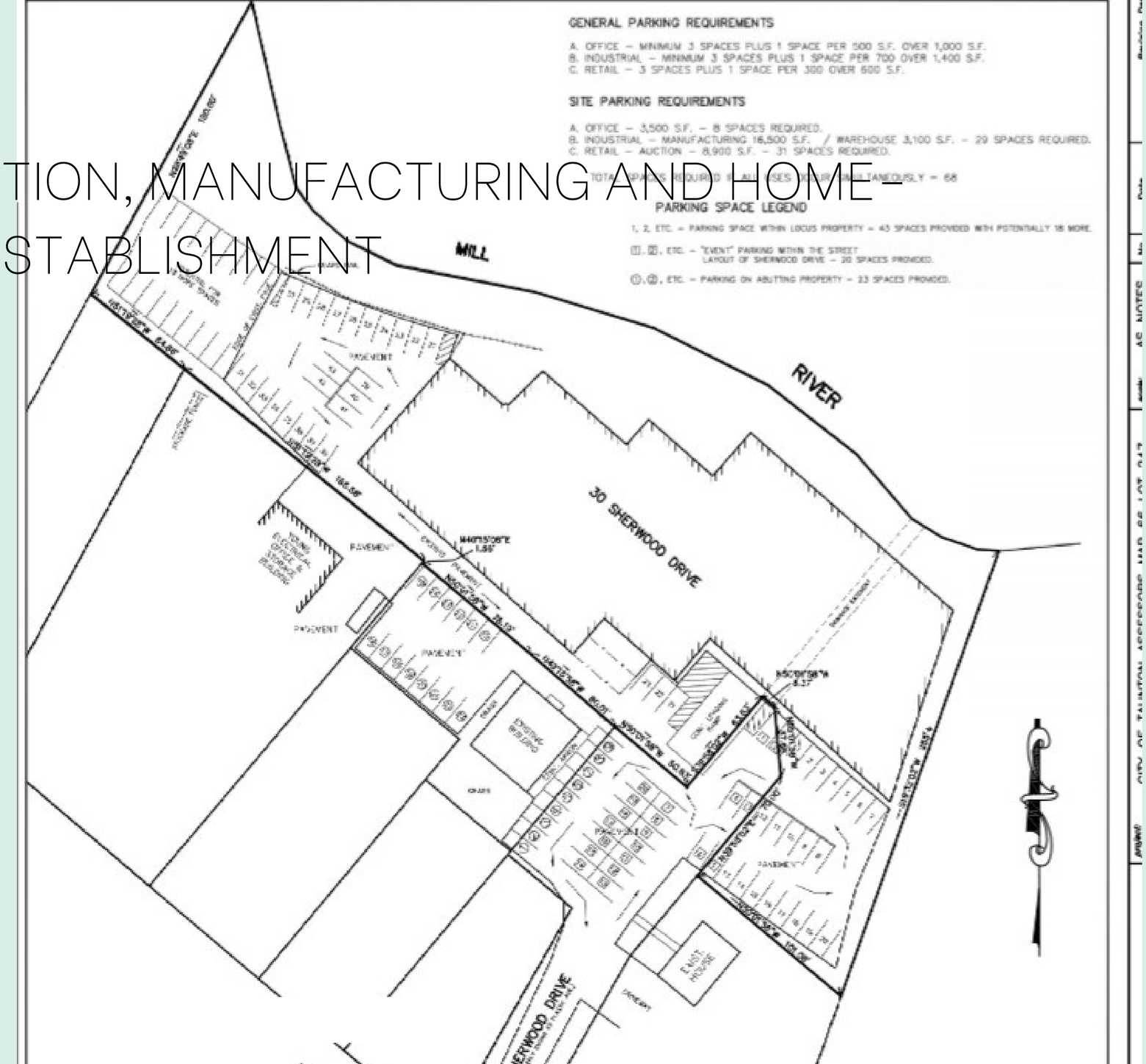
IRENE HICKS, Co-Owner/Investor

Retired Human Resources Assistant for the Department of Justice.
Irene worked as Administrative Assistant at the 66th Force Support Squadron, U.S. Air Force.

ABOUT THE PROPOSED CULTIVATION, MANUFACTURING & HOME-DELIVERY ESTABLISHMENTS

Property
High Stre
stwood Drive

ANA CULTIVATION, MANUFACTURING AND HOME-DELIVERY ESTABLISHMENT



4. Do not significantly vary or modify the work shown without written instructions from the architect. Report errors and omissions to the architect immediately.

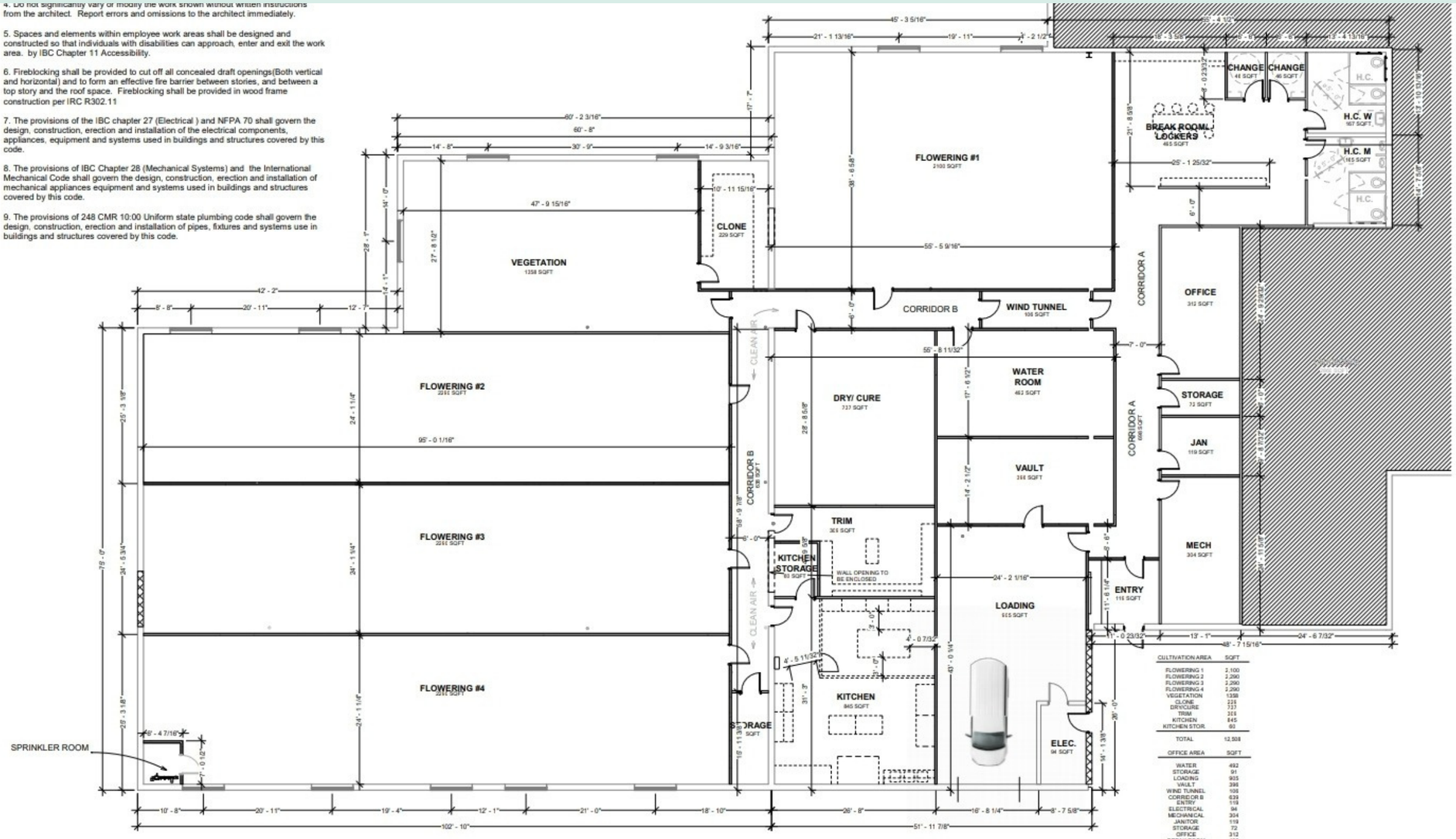
5. Spaces and elements within employee work areas shall be designed and constructed so that individuals with disabilities can approach, enter and exit the work area. by IBC Chapter 11 Accessibility.

6. Fireblocking shall be provided to cut off all concealed draft openings(Both vertical and horizontal) and to form an effective fire barrier between stories, and between a top story and the roof space. Fireblocking shall be provided in wood frame construction per IRC R302.11

7. The provisions of the IBC chapter 27 (Electrical) and NFPA 70 shall govern the design, construction, erection and installation of the electrical components, appliances, equipment and systems used in buildings and structures covered by this code.

8. The provisions of IBC Chapter 28 (Mechanical Systems) and the International Mechanical Code shall govern the design, construction, erection and installation of mechanical appliances equipment and systems used in buildings and structures covered by this code.

9. The provisions of 248 CMR 10:00 Uniform state plumbing code shall govern the design, construction, erection and installation of pipes, fixtures and systems use in buildings and structures covered by this code.



1 Proposed Floor Plan
1/8" = 1'-0"

CULTIVATION AREA	SQFT
FLOWERING 1	2,100
FLOWERING 2	2,260
FLOWERING 3	2,260
FLOWERING 4	2,260
VEGETATION	1358
CLONE	229
DRY/CURE	737
TRIM	363
KITCHEN	845
KITCHEN STOR.	60
TOTAL	12,508

OFFICE AREA	SQFT
WATER	492
STORAGE	91
LOADING	915
VAULT	398
WIND TUNNEL	106
CORRIDOR B	639
ENTRY	115
ELECTRICAL	94
MECHANICAL	304
JANITOR	119
STORAGE	72
OFFICE	312
BREAK ROOM	495
CHANGE RM 1	46
CHANGE RM 2	46
H.C. W	167
H.C. M	178
CORRIDOR A	698
TOTAL	5,279

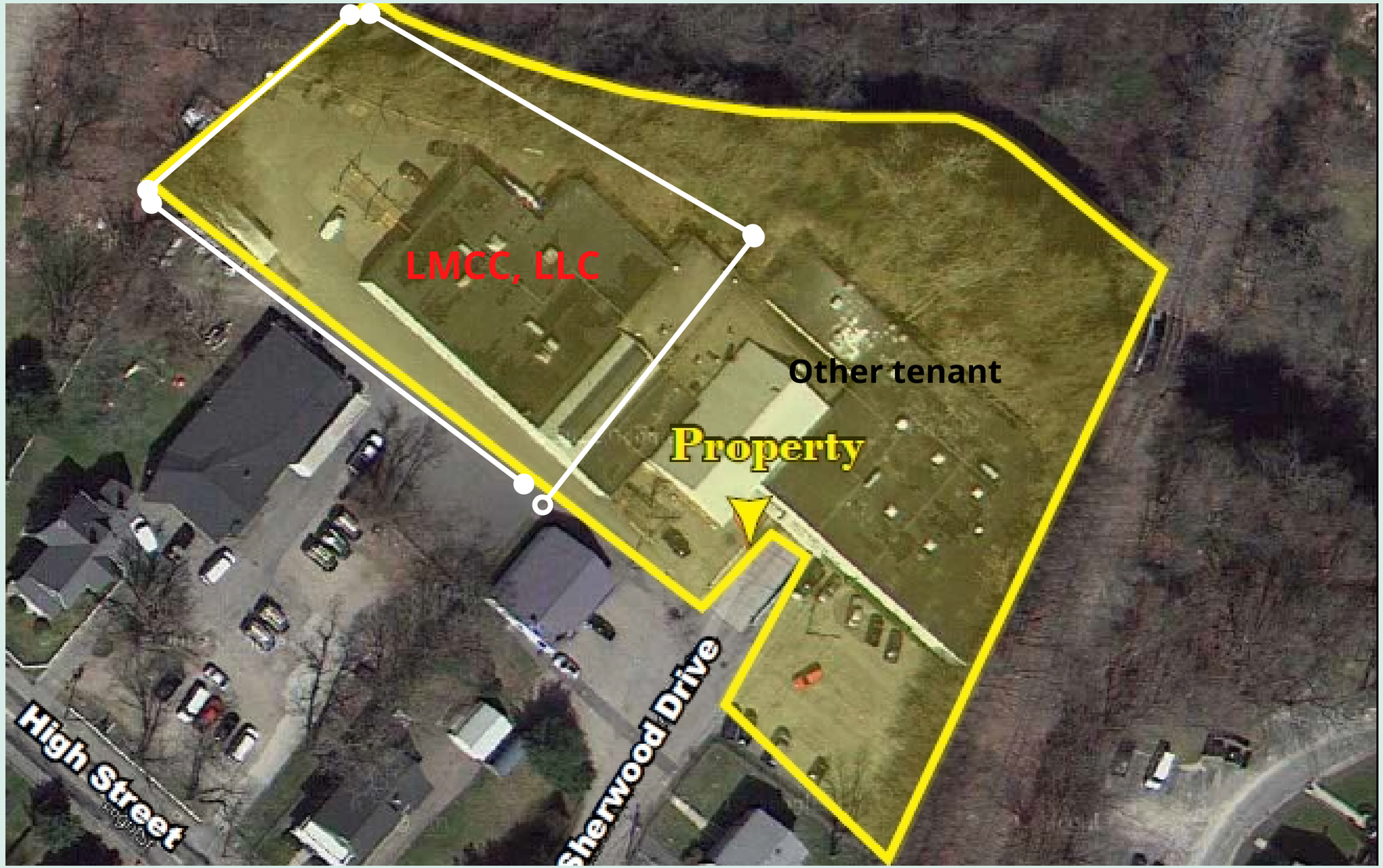
Rev No.	Description	Date

Home Delivery

- There will be no customer interaction in the facility
- 2 drivers per car
- Cars must be unmarked
- Equipped with a GPS tracker
- Secure storage area
- Pre-prepared orders
- submission of customer's photo ID online for pre-verification is required
- It has to be delivered to a specific location and customer has to sign manifast to finalize before completing the service
- Body Camera (every doorstep transaction must be filmed by a body camera, with the footage retained for 30 days, a measure meant to protect drivers from theft and guard against sales to minors)

Absolutely No Diversion to Minors

- Only individuals at least 21 years of age will be allowed to enter our facility.
- Only individuals who are at least 21 years of age, are employees, and pre-approved by the Cannabis Control Commission will be allowed entrance to the facility.
- All visitors to the facility will be over 21 years of age and will be registered as per Commission regulations.
- License scanners will be used to ensure that every ID entering the facility is valid and that the individual in the photo matches the individual trying to enter the building.


LMCC, LLC
Other tenant
Property
High Street
Sherwood Drive

DocuSign Envelope ID: 8E2E1CDD-1852-42A3-87E7-D87ACB6FA979

Budrisk

72 River Park Street Needham MA 02494
617-500-1824 www.budrisk.com

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: LMCC, LLC ; Manufacturing License

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than $5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. LMCC, LLC has purchased a bond with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to LMCC, LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com

Quality Control and Testing Policy and Procedures

I. POLICY

LMCC, LLC ("LMCC") understands that ensuring the quality and safety of marijuana and marijuana products is vital to the sustainability, reputation, and safety of the company and marijuana industry. As such, it is LMCC's policy to maintain exceptional standards of quality by implementing rigid operational procedures, maintaining a sanitary controlled environment, and ensuring that all marijuana and marijuana products obtained from other Marijuana Establishments have been produced under strict operational procedures and have passed all testing required by law. Furthermore, when LMCC begins its cultivation activities, LMCC shall meet or exceed the standards required by applicable laws regarding quality control and testing.

II. RESPONSIBLE PARTY

The Chief Manufacturing Operation Officer ("CMOO") shall be responsible for implementing and managing the Quality Control and Testing Policy and Procedures for LMCC's Marijuana Product Manufacturing Establishment.

III. PROCEDURES

A. Agreements with Third-Party Marijuana Cultivators and Third-Party Marijuana Product Manufacturers ("Vendors")

1. LMCC shall purchase the marijuana and marijuana extract, distillate for its product manufacturing operation from licensed Vendors. In order to ensure the quality of the products purchased, all contracts with Vendors are required to contain a certification from the Vendor that the marijuana or marijuana product sold to LMCC complies with 935 CMR 500.160 and all other applicable quality control and testing laws, regulations, and ordinances.

B. Safety and Sanitation

1. General Requirement - 935 CMR 500.105(3)(a)

a. LMCC's CMOO shall ensure that all employees authorized to process marijuana:

1) Undergo training regarding safety and sanitation prior to commencing any marijuana processing;

2) Process marijuana in a safe and sanitary manner; and

3) Attend periodic trainings to ensure continued employee compliance.

b. LMCC's CMOO shall ensure that:

1) Only the leaves and flowers of the female marijuana plant are processed;

2) All marijuana and marijuana products sold at the product manufacturing establishment undergo inspection prior to sale;

3) All leaves and flowers are properly inspected, processed, and stored; and

4) Only the leaves and flowers of the female marijuana plant are processed and that the leaves and flowers are:

a) Well cured and generally free of seeds and stems;

b) Free of dirt, sand, debris, and other foreign matter;

c) Free of contamination by mold, rot, other fungus, and bacterial diseases;

d) Prepared and handled on food-grade stainless steel tables; and

e) Packaged in a secure area.

2. **Marijuana Obtained from Vendors**

a. The CMOO shall thoroughly inspect all marijuana and marijuana products obtained from Third-Party licensed vendors to ensure that the marijuana and marijuana products are:

1) Well cured and generally free of seeds and stems;

2) Free of dirt, sand, debris, and other foreign matter; and

3) Free of contamination by mold, rot, other fungus, and bacterial diseases.

3. **Sanitary Requirements Subject to Food Handler Requirements - 935 CMR 500.105(3)(b)(1)**

a. LMCC employees shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

1) **Employee Health and Sanitation**

a) When an employee notifies the CMOO or Manager that they may have a sickness or injury that could potentially result in the contamination of LMCC's products, or infection of surfaces and colleagues, the CMOO or Manager must determine whether the employee is eligible to remain working at the facility or should be sent home.

b) If the employee is sent home, the Manager or CMOO may request that the employee obtain certification from his or her physician that he or she is well and free of any open wounds before returning to work, as appropriate.

c) The CMOO or manager shall prevent an employee from working if the employee has:

i. A communicable disease, such as diphtheria, measles, Salmonella enterica serotype Typhi infection, shigellosis, Shiga-toxigenic Escherichia coli (STEC) infection, hepatitis A, and tuberculosis;

ii. An open or draining skin lesion unless the individual wears an absorbent dressing and protective gloves; or

iii. Any illness accompanied by diarrhea or vomiting if the individual has a reasonable possibility of contact with marijuana items on the licensed premises.

d) As employees show up for their shifts at the facility and begin working on assigned tasks, the manager shall confirm that they:

i. Are wearing clean garments and appropriate outer garments when necessary to protect against allergen cross- contact and contamination of cannabis products, contact surfaces, and/or packaging materials;

ii. Are maintaining good personal hygiene standards, including, but not limited to, keeping fingernails manicured and long hair kept back away from the face, etc.;

iii. Have removed all unsecured jewelry and other objects that might fall into marijuana products or containers and remove hand jewelry that cannot be adequately sanitized during periods in which cannabis products are manipulated by hand. When such hand jewelry cannot be removed, make sure it is covered by material which can be maintained in an intact, clean, and sanitary condition; and

iv. Thoroughly wash their hands prior to starting their shift.

2) **<u>Reporting</u>**. The CMOO shall be responsible for ensuring compliance with the requirements specified in 105 CMR 300.000 and alerting the required local board of health or Commonwealth Department of Health, within the timelines specified in 105 CMR 300.000, of the following:

a) any of the diseases, listed in 105 CMR 300.000, which are required to be reported;

b) any illnesses believed to be due to food consumption; and

c) any work-related disease outbreak.

3) **<u>Confidentiality</u>**. All reporting shall comply with Company's Confidentiality policy and procedures. Company will keep information regarding the patient confidential. Marijuana establishment agents will not be permitted to discuss the matter with anyone besides the CMOO or Manager, unless the circumstances merit otherwise.

4. <u>Minimum Sanitary Requirements While On-duty - 935 CMR 500.105(3)(b)(2)</u>

a. The CMOO shall ensure that all LMCC employees working in direct contact with the preparation of marijuana or nonedible marijuana products conform to sanitary practices while on duty, including:

1) Maintaining adequate personal cleanliness; and

2) Washing hands thoroughly in designated hand-washing areas before starting work, and at any other time when hands may become soiled or contaminated.

b. **<u>Contracts with Vendors</u>**. LMCC will require all Vendor contracts to contain an attestation averring that all employees working in direct contact with the preparation of marijuana or nonedible marijuana products conform to the above sanitary practices while on duty.

5. <u>Hand-washing facilities - 935 CMR 500.105(3)(b)(3)</u>

a. LMCC's Marijuana Product Manufacturing Establishment will make hand-washing facilities available that are adequate and convenient and furnished with running water that is a suitable temperature.

b. The hand-washing facilities will be located in LMCC's facility in areas where good sanitary practices require employees to wash and sanitize their hands, including bathrooms and breakrooms.

c. LMCC's hand-washing facilities will be designed to provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

6. **<u>Sufficient Equipment Space As Is Necessary for Sanitary Operations - 935 CMR 500.105(3)(b)(4)</u>**

   a. LMCC's product manufacturing facility shall contain sufficient space, including storage space, throughout the product manufacturing facility to allow for the placement of equipment and materials in a manner that prevents contamination.

   b. LMCC's product manufacturing facility shall have separate and defined areas designated for specific operational activities, and other control systems such as computerized inventory controls or automated systems of separation, which will be utilized to prevent cross-contamination of marijuana products during any of the following operations:

      1) Receipt, identification, storage, and withholding from use of quarantined inventory, marijuana or marijuana products awaiting disposal, and marijuana waste awaiting transport and disposal;

      2) Storage of marijuana and marijuana product inventory available for product manufacturing; and

      3) Sanitation operations and storage of sanitation and cleaning agents.

   c. Equipment and utensils used at LMCC's product manufacturing facility will be stored in separate and defined areas that are clean, dry, and pest- free so as to prevent any biological, chemical, or physical contamination at all times.

2. **<u>Litter and waste – 935 CMR 500.105(3)(b)(5)</u>**. LMCC's CMOO shall ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

3. **<u>Construction Allows for Adequate Cleaning and Repair - 935 CMR 500.105(3)(b)(6)</u>**

   a. LMCC will construct the product manufacturing facility, including the floors, walls, and ceilings in a manner that adequately keeps clean and in good repair.

   b. LMCC's product manufacturing facility, including the floors, walls, and ceilings, will be constructed using materials that reduce the risk of contamination.

4. **<u>Adequate Safety Lighting - 935 CMR 500.105(3)(b)(7)</u>**. All processing and storage areas, as well as areas where equipment or utensils are cleaned, will have adequate safety lighting.

5. **<u>Sanitation of building and Fixtures 935 CMR 500.105(3)(b)(8)</u>**. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.

6. **<u>Contact Surface, Utensil, and Equipment Sanitization - 935 CMR 500.105(3)(b)(9)</u>**

   a. The Manager of the product manufacturing establishment shall ensure that all contact surfaces, including utensils and equipment, are maintained in a clean and sanitary condition.

   b. Contact surfaces, utensils, and equipment must be cleaned and sanitized as frequently as necessary to protect against contamination, using non-toxic, natural cleaning products.

   c. All equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable.

   d. LMCC will document all cleaning, sanitization, sterilization, and maintenance at the facility, including the equipment and utensils used at the product manufacturing facility.

   e. Animals will be prohibited from entering the facility, except for guard or service dogs in areas where there is no risk of contamination of marijuana or contact surfaces.

   f. Manager must keep the facility grounds maintained in a condition that protects against the contamination of marijuana, or contact surfaces, including the proper removal of all litter and waste that would constitute a source of contamination.

   g. Manager must instruct product manufacturing employees to clean, sanitize, and sterilize equipment, utensils, counters, shelves, door handles, desks, and anything else that is exposed to human contact. Manager must ensure that employees use all cleaning, sanitizing, and sterilizing products in accordance with the product manufacturer's instructions.

7. **<u>Toxic Item Identification and Disposal - 935 CMR 500.105(3)(b)(10)</u>**

   a. LMCC shall not use toxic items in its product manufacturing establishment. Company will restrict the use of cleaning agents to non-toxic materials such as vinegar, baking soda and environmentally-friendly surfactants in cleaning and sanitizing operations.

   b. Although Company does not intend to use toxic items in its product manufacturing facility, if there are ever any toxic items in Company's product manufacturing establishment, the CMOO shall ensure that all such items are identified, held, and stored in a manner that protects against contamination of marijuana and marijuana products.

8. **<u>Water Supply Requirements - 935 CMR 500.105(3)(b)(11)</u>**. LMCC's Product manufacturing Establishment shall have sufficient water supply for necessary operations. LMCC's water supply will come from the municipality.

9. **Plumbing Requirements - 935 CMR 500.105(3)(b)(12)**

   a. LMCC's plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Product manufacturing Establishment.

   b. The plumbing at LMCC's establishment is designed to properly convey sewage and liquid disposable waste from the Marijuana Establishment.

   c. The plumbing at LMCC's product manufacturing facility is designed to ensure no cross-connections between the potable and waste water lines.

10. **Lavatory Requirements - 935 CMR 500.105(3)(b)(13)**

    a. LMCC shall provide its employees with adequate, readily accessible toilet facilities.

    b. The toilet facilities at the Marijuana Establishment shall be maintained in a sanitary condition and in good repair.

11. **Storing Products to Prevent Undesirable Growths - 935 CMR 500.105(3)(b)(14)**. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.

12. **Protection of Finished Products During Storage and Transportation - 935 CMR 500.105(3)(b)(15)**. LMCC shall store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, in accordance with Sections III.B-C therein.

C. Storage of Marijuana and Marijuana Products

1. Inventory shall be stored under conditions that will protect them against physical, chemical, and microbial contamination, in addition to protecting against the deterioration of finished products or their containers.

2. LMCC shall store its inventory in a storage safe, located in a specially-designated area, that provides adequate ventilation, temperature, and humidity through the use of state-of-the-art HVAC and dehumidification systems.

3. LMCC's storage area shall be free from infestation by insects, rodents, birds, and pests of any kind. The storage area will be placed on a strict cleaning schedule, requiring daily cleaning and the creation of records of such cleaning.

D. Transportation

1. The originating and receiving licensed Marijuana Establishments shall ensure that all transported marijuana and marijuana products are linked to the seed-to-sale tracking program.

2. Any marijuana product that is undeliverable or is refused by LMCC shall be transported back to the originating establishment.

3. LMCC shall require all transportation vehicles to be equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana and marijuana products.

E. Edible Products Prepared in Compliance with Minimum Sanitation Requirements for Food Establishments - 935 CMR 500.105(3)(c)

1. LMCC will comply with sanitary requirements.

2. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

3. LMCC shall ensure that all contracts with third-party vendors include an attestation, averring compliance with the sanitation requirements for Food Establishments 105 CMR 590.000.

F. Testing by Independent Testing Laboratory

1. LMCC shall not sell or otherwise market any marijuana or marijuana product for adult use that is not capable of being tested by an Independent Testing Laboratory.

2. LMCC shall not sell or otherwise market any marijuana or marijuana product for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with MA's regulatory testing requirements.

3. LMCC shall enter into a services agreement with an Independent Testing Laboratory, licensed by the Cannabis Control Commission, for testing of its marijuana and marijuana products.

G. Response to Laboratory Results Indicating Elevated Contamination Levels

1. If LMCC's marijuana or marijuana products are the subject of laboratory results that indicate contaminant levels exceeding acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), LMCC shall:

a. Cease sale of marijuana or marijuana product immediately.

b. Segregate the contaminated marijuana or marijuana product from other products and destroy according to Section III. G hereof.

c. Notify the CCC within 72 hours of receiving notice.

1) The notification will include a description of a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

2) LMCC shall ensure that the Independent Testing Laboratory also sends the CCC notice within 72 hours.

d. LMCC shall maintain the results of all testing for no less than one year.

e. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

H. Waste Disposal

1. Required Staff and Recordkeeping

a. At least two LMCC employees must witness and document how marijuana waste is disposed or otherwise handled (recycled, composted, *etc*.).

b. When marijuana products or waste is disposed or handled, the employees overseeing the disposal must create and maintain a written or electronic record of the following:

1) date;

2) type and quantity disposed or handled;

3) manner of disposal or other handling;

4) location of disposal or other handling; and

5) names of the two employees present during the disposal or other handling, with their signatures.

c. LMCC shall keep these records for at least three years.

2. **Outdated, Damaged, Deteriorated, Mislabeled, or Contaminated Marijuana or Marijuana Products**. The CMOO shall ensure that outdated, damaged, deteriorated, mislabeled, or contaminated marijuana or marijuana products are segregated from other products and destroyed according to LMCC's waste disposal procedures.

3. **Destruction and Disposal**

   a. Recycling

   1) LMCC, where available, will use paper, plastic, and other containers that have been produced using recycled materials, identifying vendors of such products, and training staff as to the use of such products. We will endeavor to minimize packaging and waste wherever possible.

   2) LMCC shall institute a recycling program that:

   a) Provides training to staff regarding the recycling programs operated by local waste management providers and private recycling providers; and

   b) Contracts with local waste management providers or private recycling providers for the pick-up and recycling of used or discarded paper, plastic, or other recyclable items.

   b. Materials that Cannot Be Recycled

   1) LMCC will identify one or more local landfills or transfer stations that will receive marijuana waste materials and will further identify one or more facilities that receive organic or other waste for energy generation purposes.

   2) LMCC will identify a manager responsible for segregating and disposing of marijuana plant waste matter.

   3) Any cannabis product that is designated for destruction or disposal will be identified by date, batch and volume by the Inventory Control System and will be ground, milled or otherwise processed into a gauge where the particles can be readily combined with another substance so as to render the ground/milled/processed marijuana material non-viable. Two employees must be present at all times during this process.

   4) Once processed for disposal, the material to be discarded or destroyed will be combined with mulched cardboard, used plant soils or other non-toxic inert material so as to render unusable the marijuana matter contained therein.

   5) Following the rendering of any potentially unusable marijuana non-viable by the above described method, the employees responsible for the

destruction/disposal of the material will isolate and identify said material pending transfer to a designated waste or energy generation facility.

6) At the time of transfer, the employees responsible for the destruction/disposal will prepare a tentative trip plan identifying the matter to be transported, the employees transporting said matter, the destination where the matter is to be transported and the route to be used in transporting such matter.

7) In addition, a certificate confirming the weight delivered will be recorded in order to verify it matches the weight which left our facility. Two employees will be present at the time of weighing, and each employee must execute the certificate confirming the weight of the delivered waste.

8) As more regulations are released in regards to cannabis waste from a product manufacturing, LMCC will follow all new laws and procedures.

c. **<u>Litter and Waste Removal</u>**

1) The Chief Manufacturing Operations Officer is responsible for controlling and preventing pests from entering the facility by:

a) Installing adequate screens on all windows and exterior entrances, and checking screens monthly for defects;

b) Using traps, glue boards, and baits on a regular basis, and replacing them as needed; and

c) Removing and properly disposing of litter and waste from the facility and surrounding grounds in order to minimize the development of odor and the potential for attracting and harboring pests.

13

Quality Control and Testing Policy and Procedures

RECORDKEEPING POLICY AND PROCEDURES

A. POLICY

LMCC, LLC ("LMCC") understands the importance of maintaining detailed company records. It is LMCC's policy to institute guidelines to permit Company to maintain records in a manner compliant with applicable law.

B. PROCEDURES

LMCC shall maintain the following records:

1. Written operating procedures;
2. Inventory records;
3. Seed-to-sale tracking records for marijuana and marijuana products:
4. Personnel records;
5. Business and Financial records; and
6. Waste disposal records.

LMCC's Secretary shall be responsible for maintaining the above records and will work closely with the Chief Financial Officer to ensure the accuracy and maintenance of the company's business records.

1. Personnel Records

a. LMCC shall maintain a personnel record for each Marijuana Establishment agent for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment.

b. Personnel records include, but are not be limited to, the following:

1) All materials submitted in connection with the prospective dispensary agent's marijuana agent registration application submitted to the CCC;

2) Documentation of verification of references;

3) Description of job description or employment contract, including duties, authority, responsibilities, qualifications, and supervision;

4) Signed and dated training records, including:

- Date, time, and place training was received,
- Topics discussed, and
- name and title of presenter;

5) Documentation of periodic performance evaluations;
6) Record of any disciplinary action taken;
7) Notice of completed Responsible Vendor Training and 8-hours of related duty training.
8) Staffing plan that demonstrates accessible business hours and safe dispensing conditions; and
9) All background check reports.

2. <u>Business/Financial Records</u>

a. LMCC's financial records shall be maintained in accordance with generally accepted accounting principles.

b. LMCC shall maintain computerized records of the following:
1) Assets and liabilities;
2) Monetary transactions;
3) Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4) Sales records including the quantity, form, and cost of marijuana products; and
5) Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.

c. LMCC's Secretary shall be responsible for maintaining the company's financial records and will work closely with the Chief Financial Officer to ensure their accuracy.

d. LMCC will retain business records for a period in accordance with LMCC's operating agreement, but never for less than 12 months.

POLICIES AND RPOCEDURES FOR MAINTAINING FINANCIAL RECORDS

I. POLICY

LMCC, LLC ("LMCC") shall maintain company's financial records in accordance with LMCC's operating agreement as well as applicable laws.

II. RESPONSIBLE PARTY

LMCC's Secretary shall be responsible for maintaining the company's financial records and will work closely with the President to ensure their accuracy.

III. PROCEDURES

A. LMCC's financial records shall be maintained in accordance with generally accepted accounting principles.

B. LMCC shall maintain computerized records of the following:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.

C. LMCC shall maintain financial records for a period in accordance with its operating agreement but never for less than twelve (12) months.

QUALIFICATIONS AND TRAINING POLICY AND PROCEDURES

I. POLICY

LMCC, LLC ("LMCC") will ensure that all Marijuana Establishment Agents ("Agents") complete training prior to performing their job functions. Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

II. RESPONSIPLE PARTY

The Chief Management Operation Officer shall be responsible for implementing the Qualifications and Training Policy and Procedures.

III. PROCEDURES

A. Training Requirement

1. All current owners, managers and employees must complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent.
3. LMCC will engage the services of a vendor who is a member of the Responsible Vendor Program to provide state-mandated training to all individuals who constitute Agents under the CCC regulations.
4. Staff will receive at least eight hours of on-going training annually.

Agents, at a minimum, will be trained and retrained on: applicable state and federal marijuana laws, regulations, and guidelines; standards of conduct and reasons for dismissal; inventory management, applicable operating procedures, emergency and incident management; diversion prevention and security measures; safety; appropriate behavior; product handling and good sanitation practices; quality control; product safety; record-keeping; and other topics specified by the CCC.

B. Responsible Vendor Training

1. On or after July 1, 2019, all current owners, managers and employees involved in the handling and sale of marijuana at the time of licensure or renewal of licensure shall have attended and successfully completed a responsible vendor program to be designated a "responsible vendor."

2. Once LMCC, LLC is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana shall be required complete a responsible vendor program within 90 days of hire.

3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana shall be required to complete the program once every year thereafter to maintain designation as a “responsible vendor.”

4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.

C. Additional Training

New Agents will receive employee orientation prior to beginning work with LMCC. Each department manager will provide orientation for Agents assigned to their department. Orientation will include a summary overview of all training modules.

D. Records

1. Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

2. Training will be recorded and retained in Agents file. Training records will include the signed statement of the individual indicating the date, time, and place training took place, as well as the topics discussed, including the name and title of presenter. Marijuana Establishment Agents will have continuous quality training and a minimum of 8 hours annual on-going training.

SAFETY AND SANITATION

1. General Requirement - 935 CMR 500.105(3)(a)

1. Safety and Sanitation
a. LMCC's Manufacturing Supervisor shall ensure that all employees authorized to process marijuana:

1. Undergo training regarding safety and sanitation prior to commencing any marijuana processing;
2. Process marijuana in a safe and sanitary manner; and
3. Attend periodic trainings to ensure continued employee compliance.

b. LMCC's Manufacturing Supervisor shall ensure that:

1. Only the leaves and flowers of the female marijuana plant are processed;
2. All marijuana and marijuana products sold at the retail establishment undergo inspection prior to sale;
3. All leaves and flowers are properly inspected, processed, and stored; and
4. Only the leaves and flowers of the female marijuana plant are processed and that the leaves and flowers are:

    a) Well cured and generally free of seeds and stems;

    b) Free of dirt, sand, debris, and other foreign matter;

    c) Free of contamination by mold, rot, other fungus, and bacterial diseases;

    d) Prepared and handled on food-grade stainless steel tables; and

    e) Packaged in a secure area.

2. Marijuana Obtained from Vendors

a. The Manufacturing Supervisor shall thoroughly inspect all marijuana obtained from Third-Party licensed vendors to ensure that the marijuana is:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter; and
3. Free of contamination by mold, rot, other fungus, and bacterial diseases.

3. Sanitary Requirements Subject to Food Handler Requirements - 935 CMR 500.105(3)(b)(1)

a. LMCC employees shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

1) Employee Health and Sanitation

a) When an employee notifies the Manufacturing Supervisor or Manager that they may have a sickness or injury that could potentially result in the contamination of LMCC's products, or infection of surfaces and colleagues, the Manufacturing Supervisor or Manager must determine whether the employee is eligible to remain working at the facility or should be sent home.

b) If the employee is sent home, the Manager or Manufacturing Supervisor may request that the employee obtain certification from his or her physician that he or she is well and free of any open wounds before returning to work, as appropriate.

c) The Manufacturing Supervisor or manager shall prevent an employee from working if the employee has:

i. A communicable disease, such as diphtheria, measles, Salmonella enterica serotype Typhi infection, shigellosis, Shiga-toxigenic Escherichia coli (STEC) infection, hepatitis A, and tuberculosis;
ii. An open or draining skin lesion unless the individual wears an absorbent dressing and protective gloves; or
iii. Any illness accompanied by diarrhea or vomiting if the individual has a reasonable possibility of contact with marijuana items on the licensed premises.

d) As employees show up for their shifts at the facility and begin working on assigned tasks, the manager shall confirm that they:

i. Are wearing clean garments and appropriate outer garments when necessary to protect against allergen cross- contact and contamination of cannabis products, contact surfaces, and/or packaging materials;
ii. Are maintaining good personal hygiene standards, including, but not limited to, keeping fingernails manicured and long hair kept back away from the face, etc.;
iii. Have removed all unsecured jewelry and other objects that might fall into marijuana products or containers and remove hand jewelry that cannot be adequately sanitized during periods in which cannabis products are manipulated by hand. When such hand jewelry cannot be removed, make sure it is covered by material which can be maintained in an intact, clean, and sanitary condition; and
iv. Thoroughly wash their hands prior to starting their shift.

2. Reporting. The Manufacturing Supervisor shall be responsible for ensuring compliance with the requirements specified in 105 CMR 300.000 and alerting the required local board of health or Commonwealth Department of Health, within the timelines specified in 105 CMR 300.000, of the following:

a) any of the diseases, listed in 105 CMR 300.000, which are required to be reported;

b) any illnesses believed to be due to food consumption; and

c) any work-related disease outbreak.

3. Confidentiality. All reporting shall comply with Company's Confidentiality policy and procedures. Company will keep information regarding the patient confidential. Marijuana establishment agents will not be permitted to discuss the matter with anyone besides the Manufacturing Supervisor or Manager, unless the circumstances merit otherwise.

4. Minimum Sanitary Requirements While On-duty - 935 CMR 500.105(3)(b)(2)

a. The Manufacturing Supervisor shall ensure that all LMCC employees working in direct contact with the preparation of marijuana or nonedible marijuana products conform to sanitary practices while on duty, including:

1) Maintaining adequate personal cleanliness; and

2) Washing hands thoroughly in designated hand-washing areas before starting work, and at any other time when hands may become soiled or contaminated.

b. Contracts with Vendors. LMCC will require all Vendor contracts to contain an attestation averring that all employees working in direct contact with the preparation of marijuana or nonedible marijuana products conform to the above sanitary practices while on duty.

5. Hand-washing facilities - 935 CMR 500.105(3)(b)(3)
    1. LMCC's Marijuana Retail Establishment will make hand-washing facilities available that are adequate and convenient and furnished with running water that is a suitable temperature.
    2. The hand-washing facilities will be located in LMCC's facility in areas where good sanitary practices require employees to wash and sanitize their hands, including bathrooms and breakrooms.
    3. LMCC's hand-washing facilities will be designed to provide effective hand- cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
6. Sufficient Equipment Space As Is Necessary for Sanitary Operations - 935 CMR 500.105(3)(b)(4)
    1. LMCC's retail facility shall contain sufficient space, including storage space, throughout the retail facility to allow for the placement of equipment and materials in a manner that prevents contamination.
    2. LMCC's retail facility shall have separate and defined areas designated for specific operational activities, and other control systems such as computerized inventory controls or automated systems of separation, which will be utilized to prevent cross-contamination of marijuana products during any of the following operations:

        1) Receipt, identification, storage, and withholding from use of quarantined inventory, marijuana or marijuana products awaiting disposal, and marijuana waste awaiting transport and disposal;

        2) Storage of marijuana and marijuana product inventory available for retail; and

        3) Sanitation operations and storage of sanitation and cleaning agents.

3. Equipment and utensils used at LMCC's retail facility will be stored in separate and defined areas that are clean, dry, and pest- free so as to prevent any biological, chemical, or physical contamination at all times.

7. Litter and waste – 935 CMR 500.105(3)(b)(5). LMCC's Manufacturing Supervisor shall ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

8. Construction Allows for Adequate Cleaning and Repair - 935 CMR 500.105(3)(b)(6)

   1) LMCC will construct the retail facility, including the floors, walls, and ceilings

   in a manner that adequately keeps clean and in good repair.

   2) LMCC's retail facility, including the floors, walls, and ceilings, will be constructed using materials that reduce the risk of contamination.

9. Adequate Safety Lighting - 935 CMR 500.105(3)(b)(7). All processing and storage areas, as well as areas where equipment or utensils are cleaned, will have adequate safety lighting.

10. Sanitation of building and Fixtures 935 CMR 500.105(3)(b)(8). Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.

11. Contact Surface, Utensil, and Equipment Sanitization - 935 CMR 500.105(3)(b)(9)

a. The manager of the retail establishment shall ensure that all contact surfaces, including utensils and equipment, are maintained in a clean and sanitary condition.
b. Contact surfaces, utensils, and equipment must be cleaned and sanitized as frequently as necessary to protect against contamination, using non-toxic, natural cleaning products.
c. All equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable.
d. LMCC will document all cleaning, sanitization, sterilization, and maintenance at the facility, including the equipment and utensils used at the retail facility.
e. Animals will be prohibited from entering the facility, except for guard or service dogs in areas where there is no risk of contamination of marijuana or contact surfaces.
f. Manager must keep the facility grounds maintained in a condition that protects against the contamination of marijuana, or contact surfaces, including the proper removal of all litter and waste that would constitute a source of contamination.
g. Manager must instruct retail employees to clean, sanitize, and sterilize equipment, utensils, counters, shelves, door handles, desks, and anything else that is exposed to human contact. Manager must ensure that employees use all cleaning, sanitizing, and sterilizing products in accordance with the product manufacturer's instructions.

12. Toxic Item Identification and Disposal - 935 CMR 500.105(3)(b)(10)

1) LMCC shall not use toxic items in its retail establishment. Company will restrict the use of cleaning agents to non-toxic materials such as vinegar, baking soda and environmentally friendly surfactants in cleaning and sanitizing operations.

2) Although Company does not intend to use toxic items in its retail facility, if there are ever any toxic items in Company's retail establishment, the Manufacturing Supervisor shall ensure that all such items are identified, held, and stored in a manner that protects against contamination of marijuana and marijuana products.

13. Water Supply Requirements - 935 CMR 500.105(3)(b)(11). LMCC's Retail Establishment shall have sufficient water supply for necessary operations. LMCC's water supply will come from the municipality.
14. Plumbing Requirements - 935 CMR 500.105(3)(b)(12)

    a. LMCC's plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Retail Establishment.
    b. The plumbing at LMCC's establishment is designed to properly convey sewage and liquid disposable waste from the Marijuana Establishment.
    c. The plumbing at LMCC's retail facility is designed to ensure no cross- connections between the potable and waste water lines.

15. Lavatory Requirements - 935 CMR 500.105(3)(b)(13)

    a. LMCC shall provide its employees with adequate, readily accessible toilet facilities.
    b. The toilet facilities at the Marijuana Establishment shall be maintained in a sanitary condition and in good repair.

16. Storing Products to Prevent Undesirable Growths - 935 CMR 500.105(3)(b)(14). Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
17. Protection of Finished Products During Storage and Transportation - 935 CMR 500.105(3)(b)(15). LMCC shall store, and transport, finished products under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, in accordance with Sections III.B-C therein.

18. Toxic Item identification and Disposal - 935 CMR 500.105(3)(b)(16)

    a. LMCC does not intend to use toxic items in its manufacturing operation. Nonetheless, should a toxic item find its way into the operation, LMCC shall require the toxic item be

identified, held, and stored in a manner that protects against contamination of Marijuana Products.

b. Toxic items shall not be stored in an area containing products used in the cultivation of Marijuana.

Energy Compliance Plan

LMCC, LLC ("LMCC") will work with our construction manager, project manager, architect and engineer to identify as many energy saving strategies as possible and to be if full compliance with the commission's regulations.

LMCC is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. LMCC will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation
- Installing "smart" thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks
- Coordinating with the HVAC contractor to identify any energy saving opportunities
- Increase daylight into work areas
- Minimize night work
- Using Energy Star labeled appliances
- Source raw materials from suppliers that also implement energy saving measures, to the extent such materials are commercially available and the cost is feasible.

LMCC's cultivation facility will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

LMCC has adopted additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

LMCC's license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. LMCC's complies with the following minimum energy efficiency and equipment standards:

> Our building envelope will meet the minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;

LMCC will provide documentation required under 935 CMR 500.120(11)(a) in the form of an Energy Compliance Letter as part of the Architectural Review which will include a narrative confirming compliance with the building envelope requirements and the output from COMcheck software used to show building envelope compliance with Massachusetts Building Code, 780 CMR.

In addition, our Horticulture Lighting Power Density (HLPD) will not exceed 36 watts per square foot;

LMCC will provide documentation required under 935 CMR 500.120(11)(b) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:

- A narrative explanation of how the facility complies with 935CMR500.120(11)(b) or 501.120(12)(b), supported by copies of the facility lighting schedule, square footage of canopy, description of HLE, number, type, and wattage of all HLE as well as the calculations that show compliance with the HLPD requirements;
- Cutsheets for all HLE to be submitted as part of the Architectural Review;
- Detailed identification of the stamped plans showing the layout of all HLE, which means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, propagation, vegetation, flowering, and harvest);
- Detailed identification of the stamped plans showing the areas considered as HLSF;

Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).

LMCC will provide documentation required under 935 CMR 500.120(11)(c) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:

- A certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
- Total of tons of refrigeration (TR), thousands of British thermal units (BTUs) per hour (MBH), and a listing of all HVAC equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.
- Total of tons of dehumidification (TD), and a listing of all dehumidification equipment to be installed, supported by equipment data sheets.
- Details about energy recovery equipment installed as part of the ventilation system.

- A listing of all odor mitigation equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.

Additionally, LMCC will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Understanding how we use energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Intake customized energy improvement recommendations from professionals; and
- Utilize cost incentives through utility energy performance.

LMCC, LLC Personnel Policies

Per 935 CMR 500.101(1)(c) and (2)(e), LMCC, LLC will provide a detailed summary of all operating policies and procedures as they pertain to Personnel Records for the Adult Use Marijuana Establishment. It is LMCC, LLC's policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. LMCC, LLC will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by LMCC, LLC to be involved in discriminatory practices are subject to disciplinary action and may be terminated. LMCC, LLC strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co- worker, vendor or clients.

Per 935 CMR 500.105(1), LMCC, LLC shall have and follow a set of detailed written operating procedures. LMCC, LLC's operating procedures include, but are not limited to, a staffing plan and staffing records in compliance with 935 CMR 500.105(9); as required in 935 CMR 500.105(1)(h). LMCC, LLC will follow written operating procedures on alcohol, smoke, and drug-free workplace policies; (935 CMR 500.105(1)(j)); A plan describing how confidential information will be maintained; (935 CMR 500.105(1)(k)); and in accordance with 935 CMR 500.105(1)(l), a policy for the immediate dismissal of any marijuana establishment agent who has: 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

All LMCC, LLC employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by LMCC, LLC and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105(2), all owners, managers and employees of LMCC, LLC that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. LMCC, LLC will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body;

diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

LMCC, LLC DIVERSITY PLAN (New - Revised)

LMCC, LLC has developed the following Diversity Plan "to promote equity among people of color, women, veterans, persons with disabilities and LGBTQ+ individuals" for the operation of its proposed Marijuana Establishment.

LMCC LLC attests that it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

LMCC LLC also attests that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Goals:

1. LMCC will actively pursue diverse applicants and seek to retain a diversified workforce by increasing the number of people of color, women, veterans, persons with disabilities and LGBTQ+ individuals that are employed in the cannabis industry in Massachusetts. We aim to have 50% of our workforce be people of color (40%), women (60%), veterans (30%), persons with disabilities (10%) and LGBTQ+ individuals (10%).

2. LMCC will hire at least 25% among people of color, women, veterans, persons with disabilities and LGBTQ+ individuals to be in management and executive positions and provide essential tools and training to ensure their success in these positions.

3. LMCC, LLC seeks to assist between 1-5 individuals from the following categories: people of color, women, veterans, persons with disabilities and LGBTQ+ individuals in achieving their goal of entering the adult-use marijuana industry in Massachusetts.

4. LMCC, LLC will obtain at least 25% of its supplies, and services from supplies and/or venders that are people of color, women, veterans, people with disabilities and LGBTQ+ individuals.

Programs:

1. LMCC, LLC will advertise employment opportunities on a monthly basis in publications, at career centers such as MASSHIRE and other mediums such as in the local newspapers, Sun Chronicle and Taunton Gazette stating that the establishment is giving preference to people of color, women, veterans, people with disabilities and LGBTQ+ individuals.

2. LMCC, LLC will participate in as least 2 job fairs a year with a focus on attracting People of color, women, veterans, people with disabilities and LGBTQ+ individuals.

3. LMCC, LLC will establish relationships with organizations that focus on diversity regarding people of color, women, veterans, people with disabilities, and LGBTQ+ individuals and network with these organizations to provide them information on employment opportunities, work within their constituencies for hiring diverse applicants in the cannabis industry and providing

educational trainings and information sessions for individuals interested in joining the cannabis industry.

4. LMCC, LLC will offer an annual diversity training for employees to understand diversity and its definition, to develop a standard for working with and serving people from diverse populations, and to address strategies for dealing with interpersonal conflicts and addressing differences within the various diverse demographics.

Measurements:

Six months after opening and again prior to the first yearly renewal of its license, LLMC, LLC will conduct a comprehensive written evaluation of the goals and programs outlined above. Such comprehensive written evaluation will be available to the Commission.

In addition, if the comprehensive written evaluations show that LMCC. LLC is not meeting its goals, then it will readjust programs the following year based on the evaluations in order to meet its goals. It will again conduct a six month and again prior to the yearly renewal comprehensive written evaluations that will be available to the Commission.

If the comprehensive written evaluations show that MLCC, LLC is meeting its goals, then a comprehensive written evaluation will be conducted yearly prior to the yearly renewal of its license. If the annual evaluations show that LMCC, LLC is not meeting its goals, then it will adjust the programs based on the evaluations in order to meet the goals. Such evaluations will be available to the Commission.

It is LMCC LLC's ("LMCC") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs. We are dedicated to attracting and supporting a diverse workforce and staff population and enhanced multicultural learning opportunities. We value the opportunity to work, learn, and develop in a community that embraces the diversity of individuals and ideas, including race, ethnicity, religion, spiritual beliefs, national origin, age, gender, marital status, sexual orientation, physical ability, political affiliation, and intellectual perspective. LMCC LLC recognizes that the progress and success of this Diversity Plan must be documented and assessed annually upon renewal of the license with the CCC.